

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK  
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

## **NOTICE TO BIDDERS SPECIFICATION NO. 06-239**

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

### **TELEVISION REMOTE TRUCK DIGITAL UPGRADE**

Sealed bids will be received by the City of Lincoln, Nebraska on or before **12:00 noon Wednesday, August 16, 2006** in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bids may be downloaded from the City's website at [www.lincoln.ne.gov](http://www.lincoln.ne.gov) Keyword: Bid. Prospective bidders must monitor the bid listing for any addendums.

A pre-bid meeting will be held at the City/County Building 555 South 10<sup>th</sup> Street, Suite 115, Lincoln, NE 68508 on Wednesday, August 9, 2006 at 2:00pm. All bidders are encouraged to attend.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late bids will not be considered. **Fax or e-mail bids are not acceptable. Bid response must be in a sealed envelope.**

COMPANY NAME \_\_\_\_\_

## BID SPECIFICATION NO. 06-239

**BID OPENING TIME: 12:00 NOON**  
**DATE: Wednesday, August 16, 2006**

The undersigned, having full knowledge of the requirements of the City of Lincoln for the below listed phases and the contract documents (which include Notice, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to enter into a contract with the City the below listed fees for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for fees listed below.

ADDENDA RECEIPT: The receipt of addenda to the specification numbers \_\_\_\_ through \_\_\_\_ are hereby acknowledged. Failure of any submitter to receive any addendum or interpretation of the specifications shall not relieve the submitter from any obligations specified in the request. All addenda shall become part of the final contract document.

### **BIDDING SCHEDULE**

Note: **Mandatory** - Attach line item pricing for all major equipment.

<b><u>Item No.</u></b>	<b><u>Description</u></b>	<b><u>Total Price</u></b>
1.	Lump sum price for major equipment with Sony DXC50WSCH	\$ _____
2.	Lump sum for major equipment with Ikegami HC-D57WBt/2	\$ _____
3.	Lump sum price for installation pkg. (Sony or Ikegami) (includes all labor, cables, connectors & miscellaneous materials)	\$ _____
4.	<b>Grand Total</b>	\$ _____
5.	Lump sum price for major equipment with Ikegami HL-60W camera pkg.	\$ _____
6.	Lump sum price for installation pkg - Ikegami HL-60W camera package (Includes all labor, cables, connectors & miscellaneous materials)	\$ _____
7.	<b>Grand total</b> HL-60W Ikegami camera package	\$ _____
8.	Price for additional 1 year of warranty coverage	\$ _____
9.	Hourly cost for service after warranty coverage ends	\$ _____ / Hour
10.	Service Charge per trip after warranty coverage ends	\$ _____ / Trip

Product Manufacturer Bid: \_\_\_\_\_

Model Bid: \_\_\_\_\_

**BID SECURITY REQUIRED: YES**

**Bid security in the amount of 5% of total bid must be attached to the bid.**

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN 3 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.  
MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 06-239**

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**COMPANY NAME**

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**BY (Signature)**

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**STREET ADDRESS or P.O. BOX**

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**(Print Name)**

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**CITY, STATE      ZIP CODE**

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**(Title)**

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**TELEPHONE No.      FAX No.**

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**(Date)**

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**E-MAIL ADDRESS**

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**ESTIMATED DELIVERY DAYS**

Bids may be inspected in the Purchasing Division during normal business hours after tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: [lincoln.ne.gov](http://lincoln.ne.gov) Keyword: **Bid** The Intent to Award will be listed on the website when a recommendation is received from the Department.

**GENERAL SPECIFICATIONS FOR  
TELEVISION REMOTE TRUCK DIGITAL UPGRADE  
06-239**

**1. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

- 1.1 Bidder shall submit three (3) complete sets of the bid documents and all supporting material, unless otherwise stipulated. All appropriate blanks shall be completed.
- 1.2 All inquiries regarding these specifications shall be directed via e-mail or written request to Bob Walla, Assistant Purchasing Agent (rwalla@lincoln.ne.gov).
  - 1.2.1 These inquiries and/or responses shall be distributed to prospective proposers as an addenda.
  - 1.2.2 The Owner shall only reply to written inquiries received within five (5) calendar days of bid opening.
- 1.3 Ownership of all bids in response to these specifications shall pass to the Owner who shall be granted all rights to the use of the submitted materials and their content.
- 1.4 The Audio-Visual Systems specifications and associated drawings shall be considered to be one Request for Proposal.
  - 1.4.1 Any conflicts, inconsistencies or ambiguities within or between any documents or portions of documents shall be resolved in favor of the Owner.
- 1.5 The following tentative time schedule is proposed for this bid:

August 09, 2006	Pre-Bid Meeting
August 16, 2006	Bid Opening
August 18, 2006	Bid Review
August 25, 2006	Vendor Selection
September 1, 2006	Bid Award (following receipt of performance bond)
September 25-30, 2006	Complete Work on Truck

**2. DEFINITION OF TERMS**

- 2.1 The term "Owner" shall refer to the City of Lincoln and 5 City TV.

**3. DESCRIPTION OF WORK**

- 3.1 This specification defines the minimum requirements for the equipment and associated items for the audio-visual systems to be furnished and installed.
- 3.2 The successful Audio-Visual contractor shall provide all equipment, materials, associated hardware, labor, transportation and incidentals, written in specifications as needed for the installation and testing of the audio-visual systems.
- 3.3 The audio-visual systems equipment will be installed within the equipment racks indicated within these specifications, and within the provided cabinetry associated with the specified systems.
- 3.4 It is the purpose of this specification to require the furnishing of the highest quality materials, equipment and workmanship.
  - 3.4.1 The work shall be in accordance with this specification and in conformity with the designs, layouts and descriptions shown on the drawings.
- 3.5 Any and all structural, mounting, or rigging details within this package is strictly conceptual.
  - 3.5.1 It is the responsibility of the Audio Visual contractor to employ the services of a structural engineer as necessary.
  - 3.5.2 Calculations, shop drawings, and details of any structural modifications or additions shall be submitted to the City of Lincoln, Assistant Purchasing Agent for approval.
- 3.6 Unless stated otherwise on the drawings, the work shall include everything necessary or incidental to complete the installation EXCEPT terminal cabinets, 120 volt AC power circuits, lighting systems, and insulated ground cables.
  - 3.6.1 Such excluded equipment shall be furnished and installed by Owner.

- 3.7 The Audio-Visual Contractor shall coordinate the installation of the audio-visual systems so that all work will proceed in a manner which is in the best interests of the Owner.

**4. SCHEDULING AND SEQUENCING OF WORK**

- 4.1 The Audio-Visual Contractor shall schedule and sequence the audio-visual system work to coordinate with the established proposed timeline.
- 4.2 Once the Audio-Visual Contractor begins work, the company shall maintain a project manager for the duration of the work to supervise the work force and to provide coordination with the Owner.

**5. CONTRACTOR QUALIFICATIONS**

- 5.1 The Audio-Visual Contractor must be an "Audio-Visual Systems Contractor" with experience in the fabrication, assembly and installation of audiovisual systems similar in magnitude to this project.
- 5.1.1 Documentation to this effect shall be provided with this invitation to bid.
- 5.1.2 Furthermore, documentation of total number of employees indicating experience, longevity, ICIA or NSCA certification, shall be provided with the Audio-Visual Systems Contractor's bid response.
- 5.1.3 Preference will be given to Contractor's having personnel with ICIA CTS-I (or equivalent) certification.
- 5.2 The Audio-Visual Contractor must maintain a suitably staffed and equipped service organization and must regularly offer maintenance services for systems of this type and size.
- 5.3 The Audio-Visual Contractor shall demonstrate to the satisfaction of the Owner that the Audio-Visual Contractor has:
- 5.3.1 Adequate plant and equipment to complete the work properly and expeditiously;
- 5.3.2 Adequate staff and technical experience;
- 5.3.3 Suitable financial status to meet the obligations of the work.
- 5.4 Any other contractor, who intends to bid on this work as the prime contractor and does not otherwise meet the requirements of the "Contractor Qualifications" paragraph(s) above, shall employ the services of an "audio-visual systems contractor" who does meet the requirements noted above and who shall furnish the equipment, shop fabricate the equipment racks and subassemblies, make all video, audio and control connections to equipment and equipment racks, make all connections to remote equipment controls and AV connection panels, and continuously supervise the installation and connections of all audio-visual system cable and equipment.
- 5.5 A subcontractor so employed as the "audio-visual systems contractor" must be acceptable to the Owner and shall be identified within the invitation to bid.

**6. QUALITY ASSURANCE**

- 6.1 The equipment manufacturers shall have a full-time service organization to provide prompt and efficient service, whose name, address and telephone number shall be provided to the Owner.
- 6.2 The entire installation shall comply with all applicable City of Lincoln and State of Nebraska electrical and safety codes.
- 6.2.1 All applicable equipment shall be listed by Underwriter's Laboratories, Inc.
- 6.3 The equipment design, installation, and testing shall meet or exceed the requirements of this specification, OSHA Publications, the National Electrical Code and the Federal Communications Commission (FCC) Rules and Regulations.

**7. SUBMITTALS / DOCUMENTATION**

- 7.1 Three sets of shop drawings shall be submitted with the bid for the audio-visual systems and shall include installation wiring diagrams, equipment location detail diagrams and manufacturer's specification sheets.
- 7.2 Three sets of drawings containing proposed system changes shall be submitted to the Owner prior to work being performed.
- 7.3 Three sets of final as-built drawings shall be submitted that include any changes made to the system during installation.
- 7.3.1 Circuit diagrams and other information necessary for the proper operation and maintenance of the systems shall be included.

- 7.4 The Audio-Visual Contractor shall assemble a notebook, as described below, for the audio-visual systems, and forward accurate field drawings of all wire numbers and control panels together with the notebooks to the AV Consultant and the Owner for review and approval.
- 7.5 Notebook Contents
  - 7.5.1 The information described below shall be placed in standard 8-1/2-inch by 11-inch, 3-ring stiff covered notebook having a clear plastic label holder on the spine.
  - 7.5.2 Label notebook as follows:
    - 7.5.2.1 CITY OF LINCOLN – 5 CITY TV REMOTE TV TRUCK  
AUDIO-VISUAL SYSTEMS  
OPERATING INSTRUCTIONS
  - 7.5.3 Notebook contents shall include a Table of Contents, section tabs with labels, one line diagrams, final as-built CADs, CD-ROM containing AutoCAD files, and manufacturers' operating instructions for individual pieces.
    - 7.5.3.1 Where possible, manufacturers' original documents shall be furnished.  
Photocopied materials shall be equally legible as the originals.
  - 7.5.4 Oversized drawings shall be neatly folded to approximately 8-1/2-inch by 11-inch size and inserted individually into Mylar sheet protectors, which shall be properly punched and inserted into the notebooks.
- 7.6 Operator manuals shall be included with the equipment.
  - 7.6.1 The manuals are to be compiled into a standard 8-1/2-inch by 11-inch, 3-ring stiff covered notebook..
- 7.7 Final acceptance and payment will not be made until all terms from Section 7 are met.

**8. DELIVERY**

- 8.1 The Audio-Visual Contractor shall provide F.O.B. delivery to the City of Lincoln, 5 City TV, 555 S. 10<sup>th</sup> Street., Lincoln, NE., Monday through Friday, 9:00am - 4:00pm.

# **PRODUCT SPECIFICATIONS FOR TELEVISION REMOTE TRUCK DIGITAL UPGRADE**

## **1. GENERAL**

- 1.1 It is the intention of these specifications to form a guide for complete and properly operating audio-visual systems.
  - 1.1.1 These specifications' equipment and hardware listings herein represent the major items of the systems' prerequisites.
  - 1.1.2 The major items of equipment shall be furnished in the quantity indicated by the on one-line diagrams the drawings or in the quantity as specified herein.
  - 1.1.3 However, where an item of equipment or hardware that may not be specifically shown on the single line drawings or specified herein this general and/or a specific section, but is required for complete and properly operating audio-visual systems operation or installation, it shall be furnished by the Audio-Visual Contractor.
- 1.2 The Owner shall require vendors to bid all or none of the audio-visual systems specified herein.
  - 1.2.1 Any systems implemented will be in their entirety to meet the Owner's specified requirements of complete and properly operating systems.
- 1.3 All equipment and material installed by the AV Contractor shall be new and shall be suitable for continuous operation EXCEPT used Owner equipment specified herein to be reinstalled.
- 1.4 In any case, where a specific specification has not been included herein or shown on the drawings for any item that is required, the Audio-Visual Contractor shall furnish only the highest quality equipment or material consistent with the quality of other specified equipment and material.
- 1.5 Where the specification lists a manufacturer for a particular major item of equipment, the Audio-Visual Contractor must supply that item of equipment from that manufacturer.

## **2. EQUIPMENT UPGRADES AND ADDITIONS**

- 2.1 The Owner, at their option, may request to add or upgrade a particular component or components of the audio-visual system. In such cases, the Audio-Visual Contractor shall provide pricing and installation, schedule impact, if any, to furnish the new or upgraded component(s).

### 3. MAJOR EQUIPMENT

ITEM NO.	QTY.	DESCRIPTION	NOTE	MAKE	MODEL
<b>SWITCHER</b>					
1	1	1 MLE, 16 INPUT DIGITAL PRODUCTION SWITCHER	*see note 7	ROSS	S100-001BK
2	1	RACK FRAME TALLIES		ROSS	S100-079
3	1	ONSITE TRAINING - 1 DAY		ROSS	S100-090
4	1	CLEAN FEED		ROSS	S100-031
5	1	SQUEEZE & TEASE WARP		ROSS	S100-142A
6	2	DEDICATED REMOTE AUX PANEL		ROSS	S100-052
7	1	ASSIGNABLE REMOTE AUX PANEL		ROSS	S100-053
<b>CAMERAS - Ikegami *SEE NOTE 3 *SEE NOTE 5</b>					
8	4	TRIAx CAMERA PACKAGE		IKEGAMI	HC-D57WBT/2
9	1	20X8.6 LENS W/2X EXTENDER		FUJINON	A20X8.6BERM
10	3	20X8.6 LENS		FUJINON	A20X8.6BRM
11	4	STUDIO CONVERSION KIT		FUJINON	MS-01
12	4	SD OUTPUT MODULE FOR BS-45		IKEGAMI	SDI-45
13	2	RACK MOUNT FOR BS-45 (HOLDS 2)		IKEGAMI	XRM-454
14	4	5" VIEWFINDER FOR CAMERA		IKEGAMI	VF5045W/2
15	4	HOOD FOR 5" VIEWFINDER		IKEGAMI	XH-244
16	2	1.5" VIEWFINDER		IKEGAMI	VF15-46
17	4	MIC W/WINDSCREEN FOR CAMERA		IKEGAMI	MC-15
18	4	TRAVEL CASE FOR CAMERA AND 1.5" VIEWFINDER	See note *1	CUSTOM	CUSTOM
19	1	TRAVEL CASE FOR FOUR (4) 5" VIEWFINDERS	See note *2	CUSTOM	CUSTOM
20	4	RAIN GEAR	for camera body w/ triax adaptor	PORTABRACE	RS-55TX
21	4	RAIN GEAR	for 5" viewfinder	PORTABRACE	VF-F250-23
<b>CAMERAS - SONY *SEE NOTE 3 *SEE NOTE 5</b>					
22	4	DXC50WSCH CAMERA PACKAGE		SONY	DXCD50WSHPAC1
23	1	20X8.6 LENS W/2X EXTENDER		FUJINON	A20X8.6BERM
24	3	20X8.6 LENS		FUJINON	A20X8.6BRM
25	4	STUDIO CONVERSION KIT		FUJINON	MS-01
26	2	1.5" VIEWFINDER		SONY	DXF-801
27	4	MIC W/WINDSCREEN FOR CAMERA		SONY	ELM-678
28	2	RACK MOUNT FOR CCU		SONY	RMM-301
29	4	TRAVEL CASE FOR CAMERA AND 1.5" VIEWFINDER	See note *1	CUSTOM	CUSTOM
30	1	TRAVEL CASE FOR FOUR (4) 5" VIEWFINDERS	See note *2	CUSTOM	CUSTOM
31	4	RAIN GEAR	for camera body w/ triax adaptor	PORTABRACE	RS-55TX
32	4	RAIN GEAR	for 5" viewfinder	PORTABRACE	VF-DX51
<b>CHARACTER GENERATOR</b>					
<b>REPLAY</b>					
33	1	SPORT INTEGRATED REPLAY SYSTEM (W/O HARD DISK)		BUF TECHNOLOGY	SPORT
34	1	SPORT 80G HARD DISK (INSTALLED)		BUF TECHNOLOGY	HDD-80
35	1	SDI OPTION FOR SPORT		BUF TECHNOLOGY	SDI
<b>TRIAx</b>					
36	4	15' TRIAX CABLE ASSEMBLY		LIBERTY	LWC-RG59-TRIAxM-F-15
37	4	700' TRIAX CABLE ASSEMBLY		LIBERTY	LWC-RG59-TRIAxM-F-500
<b>TRIPODS</b>					
38	4	TRIPOD- BLACK, FIBRTEC TWO-STAGE, SPREAD LOC, SOFT CASE		VINTON	VB100-FT2M
39	2	DOLLY WITH WHEELS FOR TRIPOD		VINTON	V3955-0002
<b>AUDIO</b>					
40	1	24 INPUT 4 BUS MIXING CONSOLE	*see note 8	MACKIE	SR24-4
41	1	13 SLOT SIGMA FRAME		SIGMA	SS210012PLUS
42	6	DUAL 1X3 AUDIO DA CARD		SIGMA	ADA-21S
43	1	SIGMA EXTENDER CARD		SIGMA	IAM2100
44	1	16X16 AUDIO ROUTER W/CONTROL PANEL		AUTOPATCH	P46-1616-007
45	5	MINIATURE LAVALIER MICROPHONE	for portable use	SONY	ECM77B
46	3	COMPACT RECIEVER, DIGITAL HYBRID, BATTERY OPERATION	for portable use	ELECTRONICS	UCR401
47	2	BELT PACK (TRANSMITTER ONLY)	for portable use	ELECTRONICS	UM400
48	2	LAVALIER MIC w/ 5-PIN PLUG	for portable use	ELECTRONICS	M152/5P MIC
49	1	UT HAND HELD TRANSMITTER w/ VMC CARDIOID CAPSULE	for portable use	ELECTRONICS	UT w/VMC CAPSULE
50	1	500' 20 LINE AUDIO SNAKE, 14 INPUTS, 6 RETURNS		WHIRLWIND	QUOTE NO. 37467
<b>OTHER</b>					
51	1	10 SLOT FRAME FOR CONVERSION/DISTRIBUTION MODULES		ROSS	DFR-8110A-C
52	1	REDUNDANT POWER SUPPLY		ROSS	PS-8102



ITEM NO.	QTY.	DESCRIPTION	NOTE	MAKE	MODEL
53	1	EXTENDER BOARD		ROSS	EXT-8100
54	1	REAR SUPPORT BARS AND BRACKETS		ROSS	FSB-7110
55	1	SDI TO COMPOSITE CONVERTOR	for pvw	ROSS	DAC-8016A
56	1	SDI TO COMPOSITE CONVERTOR W/CROSS COLOR REDUCTION	for pgm & clean	ROSS	DAC-8016A-X
57	2	COMPOSITE TO SDI CONVERTOR	for aux inputs	ROSS	ADC-8032B-S
58	1	OUTSIDE PATCH PANEL	see drawings		CUSTOM
59	1	INSIDE PATCH PANEL	see drawings		CUSTOM
60	1	CUSTOM RACK	*see note 9		CUSTOM
61	1	BLANK RACK PANELS	*see note 10		CUSTOM
62	1	DIGITAL RAPIDS 1RU VIDEO ENCODER W/SDI AND ANALOG INPUTS - INCLUDES 1RU CPU, STREAM 1400 CARD AND PRO SOFTWARE BUNDLE		STREAM Z	1400-XNODE
63	1	2-STATION MULTIMEDIA KVM SWITCH VGA SWITCHES, KEYBOARD, MOUSE, SPEAKERS, MIC & USB		AVOCENT	2SVPUA20-001
64	2	9' KVM CABLE		AVOCENT	SVUSB-9
<b>INTERCOMM &amp; IFB</b>					
65	2	HEADSETS	for cameras	TELEX - RTS	PH-81
66	1	2 CHANNEL INTERCOM STATION w/MIC & SPEAKER	*see note 6	TELEX - RTS	RMS300
<b>MONITORING</b>					
67	2	14" LCD MONITOR	for vtr's	SONY	LMD-1420
68	2	RACK MOUNT KIT FOR 14" MONITOR		SONY	MB-526
69	2	20" LCD MONITOR	for pvw & pgm	SONY	LMD-2020
70	2	RACK MOUNT KIT FOR 20" MONITOR		SONY	MB-527
71	2	SD/SDI INPUT ADAPTOR FOR SONY MONITOR	for 20" monitors	SONY	BKM-320D
72	1	HIGH RES RACK MOUNT MONITOR	for CG	TOTEVISION	LCD-1700VR
73	1	TRIPLE LCD MONITOR	for replay 2	PANORAM DTV	MON3-3
74	6	SDI INPUT ADAPTOR FOR TRIPLE LCD MONITOR	for replay 1 & 2	PANORAM DTV	MSDI-1
75	4	QUAD LCD MONITOR	various	PANORAM DTV	RM-2440
76	1	SDI WAVEFORM/VECTOR SCOPE		LEADER	LV-5100D
77	1	RACK KIT FOR LV-5100		LEADER	LR2700IU
78	1	BLANK PANEL FOR LV-5100		LEADER	LC2125

<b>CAMERAS - Ikegami *SEE NOTE 4</b>					
79	4	TRIAx CAMERA PACKAGE		IKEGAMI	HL-60WBT/2
80	1	20X8.6 LENS W/2X EXTENDER		FUJINON	A20X8.6BERM
81	3	20X8.6 LENS		FUJINON	A20X8.6BRM
82	4	STUDIO CONVERSION KIT		FUJINON	MS-11
83	4	SD OUTPUT MODULE FOR BS-45		IKEGAMI	SDI-45
84	2	RACK MOUNT FOR BS-45 (HOLDS 2)		IKEGAMI	XRM-454
85	4	5" VIEWFINDER FOR CAMERA		IKEGAMI	VF5075W/4
86	4	HOOD FOR 5" VIEWFINDER		IKEGAMI	XH-244
87	2	1.5" VIEWFINDER		IKEGAMI	VF15-31AS
88	4	MIC W/WINDSCREEN FOR CAMERA		IKEGAMI	MC-15
89	4	TRAVEL CASE FOR CAMERA AND 1.5" VIEWFINDER	See note *1		CUSTOM
90	1	TRAVEL CASE FOR FOUR (4) 5" VIEWFINDERS	See note *2		CUSTOM
91	4	RAIN GEAR	for camera body	PORTABRACE	RS-55TX
92	4	RAIN GEAR	for 5" viewfinder	PORTABRACE	VF-F250-23

**\*NOTE 1** - CAMERA CASES MUST FIT IN EXISTING SHELVES IN TRUCK. SHELVES ARE APPROXIMATELY 28" WIDE X 20" HIGH X 30" DEEP. TWO CASES MUST FIT IN EACH COMPARTMENT.

**\*NOTE 2** - VIEWFINDER CASE WILL HOUSE ALL FOUR (4) 5" VIEWFINDERS. VERIFY WITH OWNER FOR SIZE AND STORAGE SOLUTION.

**\*NOTE 3** - BID EITHER THE IKEGAMI PACKAGE OR THE SONY PACKAGE.

**\*NOTE 4** - IF BIDDING IKEGAMI HL-60WBT/2CAMERA PACKAGE INCLUDE THIS OPTION AS AN ALTERNATE.

**\*NOTE 5** - ORDER CAMERAS FOR COMPATIBILITY FOR TELEX-RTS INTERCOM WITH 4-PIN HEADSET CONNECTORS AT CAMERA HEAD.

**\*NOTE 6** - THIS IS AN EXISTING UNIT. IT HAS A COUPLE OF BROKEN SWITCHES. REPAIR OR REPLACE WITH CURRENT MODEL.

**\*NOTE 7** - THE A/V CONTRACTOR WILL BE RESPONSIBLE FOR MODIFICATION TO THE MILLWORK TO INSTALL THE NEW OPERATOR CONSOLE FOR THE SWITCHER. THE NEW CONSOLE IS SMALLER THAN THE EXISTING UNIT SO A TRIM PIECE WILL NEED TO BE CONSTRUCTED AND INSTALLED TO PROPERLY INSTALL THE NEW CONSOLE.

**\*NOTE 8** - THE A/V CONTRACTOR WILL BE RESPONSIBLE FOR MODIFICATION TO THE MILLWORK TO INSTALL THE NEW AUDIO CONSOLE. THE GATE BETWEEN THE TWO DESKS WILL NEED TO HAVE THE HINGE REVERSED AND THE GATE WILL NEED TO BE CUT OUT TO ALLOW OPENING OF THE GATE PASSED THE AUDIO CONSOLE. ADDITIONAL SPACE MAY POSSIBLY BE GAINED BY CUTTING INTO THE CABLE TRAY ON THE SIDE WALL. A/V CONTRACTOR WILL WORK WITH THE OWNER FOR A FINAL SOLUTION.

**\*NOTE 9** - THE A/V CONTRACTOR WILL PROVIDE A CUSTOM RACK AT THE SWITCHER OPERATOR STATION TO HOUSE THE TWO (2) QUAD MONITORS. THE STRUCTURE CAN BE EITHER WOOD OR METAL PAINTED BLACK. SEE DRAWINGS FOR DETAILS.

**\*NOTE 10** - THE A/V CONTRACTOR WILL PROVIDE BLANK RACK PANELS TO COVER ALL UNUSED RACK SPACES.

**4. VIDEO CABLE AND CONNECTORS**

- 4.1 Video Cable; coaxial, solid #20 center conductor, 75 ohm; for use in conduit and equipment racks where individual video runs are indicated
  - 4.1.1 Belden 1505 (natural); OR
  - 4.1.2 Approved Equivalent
- 4.2 Video Cable; coaxial, solid #20 center conductor, 75 ohm; for use in cable tray and ceiling areas used as return air plenum where individual video runs are indicated
  - 4.2.1 Belden 1506a (natural); OR
  - 4.2.2 Approved Equivalent
- 4.3 Video Cable; high resolution mini 75 ohm coaxial multipairs in a common jacket; with each individual coax color coded with solid red, green, blue, black and white insulators; for use in conduit and equipment racks where RGBHV runs are indicated
  - 4.3.1 Extron BNC5HR Bulk, length as required, with BNC crimp connectors and color-coded shrink wrap; OR
  - 4.3.2 Belden 1826A Bulk length as required, with BNC crimp connectors and color-coded shrink-wrap; OR
  - 4.3.3 Approved Equivalent
- 4.4 Video Cable; high resolution mini 75 ohm coaxial multipairs in a common jacket; with each individual coax color coded with solid red, green, blue, black and white insulators; for use in cable tray and ceiling areas used as return air plenum where RGBHV runs are indicated.
  - 4.4.1 Extron BNC5HRP Bulk, length as required, with BNC crimp connectors and color-coded shrink wrap; OR
  - 4.4.2 Approved Equivalent
- 4.5 RF Cable; Video Cable; coaxial, solid #18 AWG center conductor, 75 ohm; for use within equipment racks only.
  - 4.5.1 Belden 9116 (natural); OR
  - 4.5.2 Approved Equivalent
- 4.6 BNC Video Connector, crimp type, for Type 1 and Type 2(A) video cables
  - 4.6.1 Kings 2065-3-9 Series; OR
  - 4.6.2 Approved Equivalent
- 4.7 Video Receptacle, recessed BNC jack double ended feed through with insulated bulkhead
  - 4.7.1 Canare BCJ-JRU; OR
  - 4.7.2 Approved Equivalent

**5. AUDIO CABLE AND CONNECTORS**

- 5.1 Microphone and line level audio circuits, installed within conduit and equipment rack; #22 AWG, 2-conductor, stranded, aluminum polyester shielded
  - 5.1.1 Belden 8451(natural); OR
  - 5.1.2 est Penn 452(white); OR
  - 5.1.3 Approved Equivalent
- 5.2 Microphone and line level audio circuits, installed in cable tray and ceiling areas used as return air plenum; #22 AWG, 2-conductor, stranded, aluminum polyester shielded, with FEP Teflon insulation
  - 5.2.1 Belden 82761; OR
  - 5.2.2 West Penn 25291(white); OR
  - 5.2.3 Approved Equivalent
- 5.3 Microphone and line level receptacles and cable connectors.
  - 5.3.1 Panel mounting receptacles shall be square in shape, except as noted
    - 5.3.1.1 Neutrik NC series, with metal release mechanism; OR
    - 5.3.1.2 Approved Equivalent

- 5.4 Phono Connector, RCA style recessed chassis jack, insulated from chassis
  - 5.4.1 Canare RJ-RU; OR
  - 5.4.2 Approved Equivalent
- 5.5 Phono Connector, RCA style phono plug, and metal shell, with strain relief
  - 5.5.1 Canare F-10; OR
  - 5.5.2 Switchcraft 3502; OR
  - 5.5.3 Approved Equivalent

**6. AUDIO-VISUAL SYSTEMS AC POWER AND CONDUITS**

- 6.1 The Owner will provide and install audio-visual system AC power service to the equipment rack location.
  - 6.1.1 The Audio-Visual Contractor shall be responsible for providing distribution and connection of AC power circuits within the audio-visual equipment racks.
- 6.2 Within equipment racks, the Audio-Visual Contractor shall install and furnish a multi receptacle AC power strip for each AC circuit with at least two spare receptacles provided in each circuit.

# **EXECUTION SPECIFICATIONS FOR TELEVISION REMOTE TRUCK DIGITAL UPGRADE**

## **1. GENERAL**

- 1.1 Only experienced audio-visual system installers shall perform installation and connection of the audio-visual and sound system equipment, materials, cable and cable fittings.
  - 1.1.1 Each bidder shall have access to a complete copy of the specifications, drawings and auto-cad files.
- 1.2 All materials and equipment are to be installed in accordance with all applicable standards of the National Electrical Code, the Electrical Code of the governing local municipality, all other applicable local codes, and all safety codes and Ordinances.

## **2. INSTALLATION**

- 2.1 Cable within equipment racks, and where service loops are indicated, shall be separated and routed in groups according to function: microphone circuits, intercom circuits, line level audio circuits, loudspeaker circuits, video circuits, control circuits, and 120 volt AC power circuits.
  - 2.1.1 Cable shall be neatly arranged.
  - 2.1.2 Tight bundling, which makes modifications difficult, must be avoided.
  - 2.1.3 Plastic cable ties shall be used for grouping of circuits.
- 2.2 Cable in conduit or other raceway – microphone circuits, intercom circuits, line level audio circuits, loudspeaker circuits, control circuits, video circuits must be separated from any 120 volt AC power circuits.
- 2.3 Care shall be exercised in wiring so as not to damage cables and equipment.
  - 2.3.1 Circuits must not be spliced.
- 2.4 At all connection points for all types of cable, pressure sensitive label strips of the appropriate letters and numbers shall be wrapped around each cable near its termination.

## **3. VIDEO INSTALLATION**

- 3.1 All video circuits, except as indicated otherwise, shall be single conductor shielded, 75-ohm coaxial cable.
  - 3.1.1 Shields for video circuits shall be grounded only at the connected equipment and shall not ground at electrical conduit at wall boxes, etc.
- 3.2 Soldering of video connectors will not be permitted.
- 3.3 All video connections shall be made with a specified BNC type connector.
  - 3.3.1 The BNC plug center pin shall be crimped with a crimp tool designed for the specific part number.
- 3.4 A qualified technician hired by the Audio-Visual Contractor shall perform the testing and setup of the video system for proper operation, without hum, distortion, oscillations or any other interruption.
  - 3.4.1 Each video source device will be checked for proper tracking and each video monitor will be checked for sync stability, proper gray scale, convergence, and color temperature.

## **4. AUDIO INSTALLATION**

- 4.1 Unless otherwise noted, all audio circuits shall be two wires with shield, with the red or white wire used for the "high" side of the line and connected to pin 2 of microphone connectors or to the "tip" of patch panel and other phone jacks.
  - 4.1.1 The black wire shall be used for the "low" side of the line and shall connect to pin 3 of microphone connectors or to the "ring" of phone jacks.
  - 4.1.2 The shield (drain) wire shall connect to pin 1 of microphone connectors or to the sleeve of phone jacks.
- 4.2 All audio circuits (red or white and black conductors) shall be ungrounded except as provided by single ended amplifier inputs and where grounding of unbalanced circuits is directed during system tests.
  - 4.2.1 Shields for line level audio circuits shall be grounded to rack sheet metal at each cable termination.
  - 4.2.2 Where line level audio circuits connect to audio transformers, shields shall connect to transformer electrostatic shields and case grounds.

- 4.2.3 At each cable termination shield or shield drain, wire length shall be approximately equal to the length of the insulated conductors.
- 4.2.4 Shield drain wires shall be sheathed in green PVC sleeving.
- 4.2.5 Circuit shields shall not otherwise connect to each other nor ground to electrical conduit at wall boxes, etc.
- 4.2.6 Microphone circuit shields shall be grounded only at mixer inputs.
- 4.3 Where resistors are indicated to terminate an audio circuit, install each resistor at the end of the line at the input to the following transformer or amplifier.
- 4.3.1 High impedance circuits shall not extend more than 20 feet.
- 4.4 All wire joints and connections in the audio system shall be made with rosin core solder and a small soldering iron; or with approved mechanical connectors.
- 4.4.1 Soldering shall be neat and not exhibit "cold" solder joints.
- 4.4.2 Connections to screw type terminals shall be made with mechanically connected, un-insulated, spade type lugs selected for the particular wire size in use.
- 4.5 Connections made with miniature screw actuated, pressure type terminal strips shall be made by stripping approximately 1/4-inch of insulation from stranded conductor, inserting the untinned wire into the pressure terminal, and tightening the terminal screw using a small screwdriver which securely fits the screw head.
- 4.6 All crimp type connectors, including non-insulated butt connectors for inline loudspeaker circuit connections, shall be crimped with a Thomas & Betts model WT111M tool.
- 4.6.1 Spade tongue terminals shall be crimped with the notch on the barrel opposite the seam.
- 4.7 Loudspeakers shall be installed so there are no obstructions to the loudspeaker coverage pattern and shall be connected "in phase" and proper impedance matching shall be maintained between amplifiers and loudspeakers.
- 4.7.1 As required for proper acoustic levels and proper aiming, re-tap selected loudspeaker transformers and re-orientate selected loudspeakers or loudspeaker clusters during final system tests and adjustments.
- 4.8 Tie-wrap and secure all loudspeaker line matching transformer leads and loudspeaker cable away from room loudspeakers to prevent "rattling" when loudspeakers are energized.

## 5. **PHYSICAL INSTALLATION**

### 5.1 **Equipment Racks**

- 5.1.1 Firmly secure all equipment in place unless requirements of portability dictate otherwise.
- 5.1.2 Install appropriate factory or custom rack mount adapters for all equipment installed in equipment rack, whether specifically itemized or not.
- 5.1.3 Install rear support for any equipment that exhibits mount stress or tilt caused by the depth or weight of the equipment.
- 5.1.4 The front of the rack will have the appropriate vented blanks and grills installed to fill in areas not used for equipment mounting.
- 5.1.5 Mounting hardware used in racks will be identical in color, size, and manufacturer as dictated by function, i.e. rack screws will be from the same manufacturer with identical fiber washers.

### 5.2 **Cabling Harness**

- 5.2.1 Any exposed cabling harnesses are to be concealed and neatly bundled in expandable "Tech Flex" type harnessing sheath.
- 5.2.2 Before installation, sheath shall be cut to length and ends burned to prevent unravel.
- 5.2.2.1 When installed the ends shall be turned into itself and secured with flush-cut tie-wraps.

### 5.3 **Floor and Wall Plates**

- 5.3.1 All connection plates (wall, floor, etc.) will be secured with appropriate fasteners and installed plumb and level.

**6. SYSTEM TESTS AND ADJUSTMENTS**

- 6.1 The Audio-Visual Contractor shall be responsible for the field tests and adjustments of the completed audio-visual system.
  - 6.1.1 Such tests shall be made in conformance with the recommendations of the equipment manufacturer and vendor.
- 6.2 System tests and adjustments shall include but not be limited to the following:
  - 6.2.1 Functional tests of all individual audio, video and control equipment.
  - 6.2.2 Alignment, convergence and source input settings for each video monitor.
  - 6.2.3 Functional tests of all audio-visual control system software functions.
  - 6.2.4 All functional tests of the installed system as required assuring that the system is ready for final inspection.
- 6.3 The Audio-Visual Contractor shall be responsible for notifying the Owner of any unresolved malfunctions encountered during system tests and of any equipment not at the site sufficiently prior to final system testing and inspection.
- 6.4 If troubles are encountered, the Audio-Visual Contractor shall continue tests and adjustments until the system operates in a satisfactory manner.
  - 6.4.1 Final payment will be withheld until system is fully operational.

**7. FINAL SYSTEM TESTS AND EQUALIZATION**

- 7.1 After the audio-visual systems are completely installed and the testing has been performed, an inspection team consisting of the AV Consultant, the City of Lincoln Assistant Purchasing Agent, 5 City TV staff and the Audio-Visual Contractor, will conduct the final testing of the system.
- 7.2 The Audio-Visual Contractor shall furnish the services of a qualified technician, one having knowledge of the systems, to adjust the system equipment and connections as requested by the Owner during the time reserved for final system testing.
- 7.3 If, in the opinion of the inspection team, the system does not appear to be functioning properly, the Audio-Visual Contractor shall be required to perform tests on any individual item of equipment to determine its operational status.
- 7.4 If after maximum effort by all concerned, it should prove impossible to complete the final testing within the stipulated testing period, the Audio-Visual Contractor technician shall be made available for additional hours at no additional cost to the Owner until the inspection team approves of the operation of the equipment.
- 7.5 The AV Consultant will perform the certification of the audio-visual systems.
  - 7.5.1 The cost of this service, is a pre-determined and negotiated amount directly to the owner, and shall not be included in the total cost of the Audio-Visual Contractor's bid.

**8. TRAINING**

- 8.1 The Audio-Visual Contractor shall provide one full day (8 hours) of operator training at the Owners location. System training shall include but not be limited to the following:
  - 8.1.1 Use of outside and inside patch panels.
  - 8.1.2 Basic operation of video switcher and aux busses.
  - 8.1.3 Operation of audio router.
  - 8.1.4 Basic operation of audio console.
  - 8.1.5 Operation of intercomm & IFB.
  - 8.1.6 Basic operation of camera CCU's and remote operation panel.

**9. SYSTEM WARRANTY, SERVICE AND MAINTENANCE**

- 9.1 The Audio-Visual Contractor shall warrant the audio-visual system against defects in materials and workmanship, including any required parts and labor, during a one-year warranty period from the date of the approved final inspection report signed by members of the inspection team.
  - 9.1.1 Audio-Visual Contractor shall provide pricing and warranty coverage for all equipment for an additional one (1) year period following the original one (1) year warranty period.
    - 9.1.1 Cost of extended warranty shall be included with proposal.
  - 9.1.2 Audio-Visual Contractor shall provide the hourly labor rate and trip charges for any and all service provided after original warranty coverage ends.

- 9.2 A qualified technician hired by the Audio-Visual Contractor shall make at least three visits to the job site to determine that all equipment is functioning satisfactorily, and to perform any services that may be required.
  - 9.2.1 The first of these visits shall occur three months after the commencement of the warranty period.
  - 9.2.2 The second visit shall occur six months thereafter, or nine months after the commencement of the warranty period.
  - 9.2.3 The third and final visit shall occur one month prior to the end of the warranty period. All systems will be tested for proper operation. All warranty issues must be documented at this time and resolved before the end of the warranty period.
- 9.3 Maintenance services under the warranty period shall be performed at no charge.
- 9.4 Telephone response shall occur within four hours of customer requests for service and/or technical assistance during the warranty coverage and throughout the life of the equipment. .
- 9.5 On-site corrective service and/or repair shall occur the next business day following a call for service during the warranty coverage and throughout the life of the equipment.
  - 9.5.1 Maintenance services shall consist of, but not be limited to, operational tests and checks of all equipment during the warranty coverage.
- 9.6 Any defective equipment discovered during any visit throughout the warranty period shall be repaired or replaced immediately, and reported under the terms of the warranty.
- 9.7 The Audio-Visual Contractor shall not be liable for equipment damaged by improper use, negligence, or accidental acts of nature.
- 9.8 Warranty and service issues must be resolved and corrected within the time period listed in section 9.4 and 9.5 as not to unreasonably affect the Owner's use of the system.
  - 9.8.1 Audio-Visual Contractor shall provide back-up equipment (comparable to compatible with, equipment purchased under this bid) at no cost to Owner in a situation where Audio-Visual Contractor is unable to correct a warranty or service issue in the timeline described in section 9.5.
    - 9.8.1.1 Back-up equipment use at no charge to owner will be in effect only during the original one (1) year warranty coverage period.
  - 9.8.2 Maintenance services shall be performed during normal City of Lincoln working hours unless the Owner agrees to pay the difference in labor rates for overtime work.

# INSTRUCTIONS TO BIDDERS

## CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

### 1. BIDDING PROCEDURE

- 1.1 Bidder shall submit one (1) complete set of the bid documents and all supporting material, unless otherwise stipulated. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 If bidding on a Construction Contract, the City of Lincoln's Standard Specifications for Municipal Construction 2006 shall apply.
  - 1.6.1 Bidders may obtain this document from the City's Design Engineering Division of Public Works & Utilities for a small fee.
  - 1.6.2 Said document can be reviewed at Design Engineering or the Purchasing Division.

### 2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternates are requested, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
  - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
  - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
  - 2.5.1 A contract has been executed and bonds have been furnished.
  - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
  - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
  - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
  - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

### 3. BIDDER'S REPRESENTATION

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

### 4. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.

- 4.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of bids.
- 4.3 Changes made to the specification documents will be made by written addenda to all known prospective bidders.
- 4.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

### 5. ADDENDA

- 5.1 Addenda are additional documents issued by the City to prospective Bidders prior to the closing date for receipt of bids, which are intended to change or clarify the original plans and/or specifications., i.e. additions, deletions, modifications, or explanations.
- 5.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 5.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 5.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 5.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

### 6. ANTI-LOBBYING PROVISION

- 6.1 During the period between the bid advertisement date and the contract award, bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City Council or City Staff.

### 7. BRAND NAMES

- 7.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 7.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 7.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 7.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

### 8. DEMONSTRATIONS/SAMPLES

- 8.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 8.2 Such demonstration can be at the City delivery location or a surrounding community.
- 8.3 If the bidder is proposing an alternate product, the City may request a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

### 9. DELIVERY (Non-Construction)

- 9.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 9.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 9.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.



## **10. WARRANTIES, GUARANTEES AND MAINTENANCE**

- 10.1 Copies of the following documents must accompany the bid proposal for all items being bid:
  - 10.1.1 Manufacturer's warranties and/or guarantees.
  - 10.1.2 Bidder's maintenance policies and associated costs.
- 10.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

## **11. ACCEPTANCE OF MATERIAL**

- 11.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 11.2 Material delivered under this proposal shall remain the property of the bidder until:
  - 11.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
  - 11.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 11.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 11.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 11.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

## **12. BID EVALUATION AND AWARD**

- 12.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 12.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 12.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 12.4 The bid will be awarded to the lowest responsible, responsive bidder whose proposal will be most advantageous to the City, and as the City deems will best serve its requirements.
- 12.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 12.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 12.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.

## **13. INDEMNIFICATION**

- 13.1 The bidder shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly

or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.

- 13.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

## **14. TERMS OF PAYMENT**

- 14.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

## **15. LAWS**

- 15.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 15.2 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

## **16. AFFIRMATIVE ACTION**

- 16.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

## **17. LIVING WAGE**

- 17.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

## **18. EXECUTION OF AGREEMENT**

- 18.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:
  - ☐ a. This Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Supplier's Bid. Items not awarded, if any, have been deleted.
  - ☐ b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
  - ☒ c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
    - 1. City will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
    - 2. The prepared documents shall be delivered to the City within 10 days (unless otherwise noted).
    - 3. The City will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, prepare an Executive Order to go the Mayor for signature.
    - 4. Upon approval and signature from the Mayor, the City will return one copy to the Contractor.

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN  
NEBRASKA**

**06-239  
TELEVISION REMOTE TRUCK  
DIGITAL UPGRADE**

**Contractor:**

**CITY OF LINCOLN, NEBRASKA  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2006, by and between \_\_\_\_\_  
"Contractor", "address", "CSZ" \_\_\_\_\_ hereinafter called contractor, and the City of Lincoln, Nebraska, a  
municipal corporation, hereinafter called the City.

WITNESS, that:

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans,  
and other Contract Documents for the Work herein described, and has approved and adopted said  
documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the  
manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement;  
and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined,  
and canvassed the Proposals submitted in response to such advertisement, and as a result of such  
canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work  
for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part  
of this Contract;

EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the  
contractor shall not discriminate against any employee or applicant for employment because of race, color,  
religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative  
action to ensure that applicants are employed, and that employees are treated during employment, without  
regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such  
action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer;  
recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and  
selection for training, including apprenticeship.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements  
herein contained, the Contractor and the City have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation,  
and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and  
equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and  
perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions  
of the Contract Documents; and (d) execute construct, and compete all Work included in and covered by  
the City's award of this Contract to the Contractor, such award being based on the acceptance by the City  
of the Contractor's Proposal, or part thereof, as follows:

The City agrees to pay to the Contractor for the performance of the Work embraced in this  
Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for  
all Work covered by and included in the Contract award and designated above, payment thereof to be made  
in the manner provided by the City:

"Amount"

## CONTRACT AGREEMENT

The Work included in this Contract shall begin as soon as possible from date of executed contract. The completion shall be \_\_\_\_\_.

### GUARANTEE:

A performance bond in the full amount of the contract shall be required for all construction contracts. This bond shall remain in effect during the guarantee period as stated in the specifications.. Once the project is completed, the contractor may submit a maintenance bond in place of the performance bond.

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Bidders
2. The Accepted Proposal
3. The Contract Agreements
4. The Specifications
- \*5. The City of Lincoln Standard Specifications for Municipal Construction
  - a. General Conditions
  - b. General Specifications
  - c. Construction & Materials Specifications
- \*\* 6. The Plans (including the Schedule of Approximate Quantities)
7. The Construction Bonds
8. The Special Provisions

\* If project includes paving, water, sewer, sidewalk, lighting or traffic signal work, the City of Lincoln Standard Specifications for Municipal Construction will apply, which are on file in the office of the City Clerk. Copies may be obtained at the Office of the City Engineer.

\*\* The following is an enumeration of the Plans, which are entitled:

## CONTRACT AGREEMENT

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

### EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Approved by Executive or No. \_\_\_\_\_  
dated \_\_\_\_\_

### EXECUTION BY CONTRACTOR

IF A CORPORATION:

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
(Address)

ATTEST:

\_\_\_\_\_  
Secretary (SEAL)

By: \_\_\_\_\_  
Duly Authorized Official

\_\_\_\_\_  
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Type of Organization

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
Member

By: \_\_\_\_\_  
Member

IF AN INDIVIDUAL:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

#### A. GENERAL INFORMATION

There are two types of construction bonds that are required by statutes for public work in many jurisdictions and are widely used for other projects as well.

##### Construction Performance Bond

##### Construction Payment Bond

The Construction Performance Bond is an instrument that is used to assure the availability of funds to complete the construction.

The Construction Payment Bond is an instrument that is used to assure the availability of sufficient funds to pay for labor, materials and equipment used in the construction. For public work the Construction Payment Bond provides rights of recovery for workers and suppliers similar to their rights under the mechanics lien laws applying to private work.

The objective underlying the re-writing of construction bond forms was to make them more understandable to provide guidance to users. The intention was to define the rights and responsibilities of the parties, without changing the traditional rights and responsibilities that have been decided by the courts. The new bond forms provide helpful guidance regarding time periods for various notices and actions and clarify the extent of available remedies.

The concept of pre-default meeting has been incorporated into the Construction Performance Bond. All of the participants favored early and informal resolution of the problems that may precipitate a default, but some Surety companies were reluctant to participate in pre-default settings absent specific authorization in the bond form.

The responsibilities of the Owner and the options available to the Surety when a default occurs are set forth in the Construction Performance Bond. Procedures for making a claim under the Construction Payment Bond are set forth in the form.

EJCDC recommends the use of two separate bonds rather than a combined form. Normally the amount of each bond is 100 percent of the contract amount. The bonds have different purposes and are separate and distinct obligations of the Surety. The Surety Association reports that the usual practice is to charge a single premium for both bonds and there is no reduction in premium for using a combined form or for issuing one bond without the other.

#### B. COMPLETING THE FORMS

Bonds have important legal consequences; consultation with an attorney and a bond specialist is encouraged with respect to federal, state and local laws applicable to bonds and with respect to completing or modifying the bond forms.

Both bond forms have a similar format and the information to be filled in is ordinarily the same on both bonds. If modification is necessary, the modifications may be different.

The bond forms are prepared for execution by the Contractor and the Surety. Evidence of authority to bind the Surety is usually provided in the form of a power of attorney designating the agent who is authorized to sign on behalf of the Surety. The power of attorney should be filed with the signed bonds.

Each bond must be executed separately since they cover separate and distinct obligations.

Preferably the bond date should be the same date as the contract, but in no case should the bond date precede the date of the contract.

## CONSTRUCTION PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

---

CONTRACTOR (Name and Address):

SURETY (Name and Principal  
Place of Business):

Owner (Name and Address):

City of Lincoln

555 South 10th St.

Lincoln, NE 68508

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

SURETY

Company: (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

Signature: \_\_\_\_\_

Name and Title:

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

SURETY

Company: (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

Signature: \_\_\_\_\_

Name and Title:

EJCDC NO. 1910-28a (1984 Edition)

Prepared through the joint efforts of The Surety Assoc. of America. Engineers' Joint Contract Documents Committee. The Associated General Contractors of America, and the American Institute of Architects.

1. The Contractor and the Surety, jointly and severally, bind themselves their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
  - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default and
  - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
  - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract, or
  - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
  - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default, or
  - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
    1. After investigation, determine the amount for which it may be liable to the Owner and as soon as practicable after the amount is determined tender payment therefor to the Owner; or
    2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
  - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
  - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related sub-contracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
  - 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
  - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.





# Nebraska Resale or Exempt Sale Certificate

FORM

13

for Sales Tax Exemption  
• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER			NAME AND MAILING ADDRESS OF SELLER		
Name			Name		
Street or Other Mailing Address			Street or Other Mailing Address		
City	State	Zip Code	City	State	Zip Code

Check Type of Certificate

☐

Single Purchase

☐

Blanket

If blanket is checked, this certificate is valid until revoked in writing by purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One

☐

Purchase for Resale (Complete Section A)

☐

Exempt Purchase (Complete Section B)

☐

Contractor (Complete Section C)

## SECTION A — Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of \_\_\_\_\_  
from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental or lease in the normal course of our business, either in the  
form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a:

☐

Wholesaler

☐

Retailer

☐

Manufacturer

☐

Lessor

of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number \_\_\_\_\_ State \_\_\_\_\_

## SECTION B — Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category \_\_\_\_\_ (Insert appropriate category as described on reverse of this form.)

If exemption category 2 is claimed, enter the following information:

Description of Item(s) Purchased

Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05 -

If exemption category 5 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold	Date of Seller's Original Purchase	Was Tax Paid when Purchased by Seller?	Was Item Depreciable?
		<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

## SECTION C — For Contractors Only

### 1. Purchases of Building Materials or Fixtures:

☐ As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from  
Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

### 2. Purchases of Contractor Labor for Resale:

☐ As an Option 1, Option 2, or Option 3 contractor, I hereby certify that purchases of contractor labor from the above seller are exempt from Nebraska sales  
tax as a purchase for resale. My Nebraska Sales Tax Permit Number is: 01-

### 3. Purchases Made Under Purchasing Agent Appointment:

☐ Pursuant to the **attached** Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases  
of building materials, fixtures, and/or contractor labor are exempt from Nebraska sales tax.

Any purchaser, or the agent thereof, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in  
the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Sections 77-2701 through 77-27,135 of the  
Nebraska Revenue Act, as amended, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100.00 or ten times the  
tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, said penalty shall apply to each purchase  
made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my  
knowledge and belief, it is correct and complete.

sign  
here

Authorized Signature

Purchasing Agent

Title

xx-xx-06

Date

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE

Incomplete certificates cannot be accepted.

NOTE: MATERIALS USED FOR WATER SERVICES ARE TAXABLE

6-134-1970 Rev. 3-2005  
Supersedes 6-134-1970 Rev.2-2004

## INSTRUCTIONS

**WHO MAY ISSUE A RESALE CERTIFICATE.** Form 13, Section A, is to be issued by persons or organizations making purchases of property or taxable services in the normal course of their business for the purpose of resale either in the form or condition in which it was purchased, or as an ingredient or component part of other property.

**WHO MAY ISSUE AN EXEMPT SALE CERTIFICATE.** Form 13, Section B must be issued by persons or organizations exempt from payment of the Nebraska sales tax by qualifying for one of the five enumerated **Categories of Exemption**. Organizations claiming a sales tax exemption may do so only on items purchased for their own use. Items purchased by an exempt organization that will be resold must be supported by a properly completed Nebraska Resale Certificate, Form 13, Section A.

**Use Form 13E for purchases of energy sources which qualify for exemption. Use Form 13ME for purchases of mobility enhancing equipment on a motor vehicle.**

**CONTRACTORS.** Form 13, Section C, Part 1, must be completed by contractors operating under Option 1 or Option 3 to document their tax-free purchase of building materials or fixtures from their suppliers. A contractor may purchase the contractor labor of another contractor tax-free (for resale) by completing Section C, Part 2. Section C, Part 3, must be completed to exempt the purchase of building materials, fixtures, and/or contractor labor pursuant to an **attached** purchasing agent appointment. See the contractor information guides on our Web site [www.revenue.ne.gov](http://www.revenue.ne.gov) for additional information.

**WHERE TO FILE.** The Form 13 is given to the seller at the time of the purchase of the property or service or when sales tax is due. The certificate must be retained with the seller's records for audit purposes.

**WHEN NO NUMBER IS REQUIRED.** Section A does not require an identification number when the purchaser has indicated that it is engaged in business as a wholesaler or manufacturer. Section B does not require an identification number when exemption category 1 or 2 is indicated.

**PROPERLY COMPLETED CERTIFICATE.** A purchaser must complete a certificate before issuing it to the seller. To properly complete the certificate, the purchaser must include: (1) identification of the purchaser and seller, (2) a statement as to whether the certificate is for a single purchase or is a blanket certificate, (3) a statement of basis for exemption including completion of all information for the basis chosen, (4) the signature of an authorized person, and (5) the date the certificate was issued.

**PENALTIES.** Any purchaser who gives a Form 13 to a seller for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from sales and use tax under the Nebraska Revenue Act shall be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse.

Any purchaser, or the agent thereof, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

**CATEGORIES OF EXEMPTION.** Indicate the category which properly reflects the basis for your exemption. Place the corresponding number in the space provided in Section B. If category 2 through 5 is the basis for exemption, you must complete the information requested in Section B.

## CATEGORIES OF EXEMPTION

1. Purchase by the United States Government, its agencies, and wholly owned subsidiary corporations; the State of Nebraska, including public educational institutions recognized or established under the provisions of Chapter 85, or public schools established under Chapter 79; any Nebraska county, township, city, village, rural or suburban fire protection district, city airport authority, county airport authority, joint airport authority, drainage district organized under sections 31-401 to 31-450, natural resources district, elected county fair board, or joint entity or agency formed to fulfill the purposes described in the Integrated Solid Waste Management Act by any combination of two or more counties, townships, cities, or villages pursuant to the Interlocal Cooperation Act, the Integrated Solid Waste Management Act, or the Joint Public Agency Act, except for purchases for use in the business of furnishing gas, water, electricity, or heat; or by any irrigation or reclamation district, the irrigation division of any public power and irrigation district; the Nebraska State Fair Board; the Nebraska Investment Finance Authority; the Small Business Development Authority, and licensees of the State Racing Commission.

Purchases that are NOT exempt from Nebraska sales and use tax include, but are not limited to, governmental units of other states, sanitary improvement districts, housing authorities, urban renewal authorities, rural water districts, railroad transportation safety districts, and county historical or agricultural societies.

2. Purchase when the intended use renders it exempt as set out in paragraph 012.02D of Nebraska Sales and Use Tax Regulation 1-012, Exemptions. Complete the description of the item purchased and the intended use as required on the front of Form 13. Sellers of repair parts for agricultural machinery and equipment cannot accept a Form 13 and exempt such sales from tax.
3. Purchase by any organization created exclusively for religious purposes; any nonprofit organization providing services exclusively to the blind; any private educational institution established under sections 79-1601 to 79-1607; any private college or university licensed under sections 85-1101 to 85-1111; any hospital, health clinic when two or more hospitals or the parent corporations of the hospitals own or control the health clinic for the purpose of reducing the cost of health services or when the health clinic receives federal funds through the United States Public Health Service for the purpose of serving populations that are medically underserved; skilled nursing facility, intermediate care facility, intermediate care facility for the mentally retarded, or nursing facility licensed under the Health Care Facility Licensure Act and organized not for profit; any nonprofit organization providing services primarily for home health care purposes; any child-caring agency licensed for 24-hour daily care, supervision, custody, or control of children and established under sections 71-1901 to 71-1904; or any licensed child placement agency.
4. Purchase of a common or contract carrier vehicle and repair and replacement parts for such vehicle.
5. A sale that qualifies as an occasional sale, such as a sale of depreciable machinery and equipment productively used by the seller for more than one year and the seller previously paid tax on the item. The seller must sign and give the certificate to the purchaser. The certificate must be retained by the purchaser for audit purposes.

# INSURANCE REQUIREMENTS FOR ALL CITY CONTRACTS

## 1. GENERAL PROVISIONS

- A. **Indemnification.** The Contractor shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the City of Lincoln for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- B. **Approved Coverage Prior to Commencing Work/Subcontractors Included.** Contractor shall purchase and maintain in place insurance to Protect Contractor and City against all liabilities and hazards as provided in this article throughout the duration of the Contract. Contractor shall not commence work under this contract until the Contractor has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
- C. **Occurrence Basis Coverage.** All insurance shall be provided on an **occurrence basis** and not on a claims made basis, except for hazardous materials, errors and omissions, or other coverage not reasonably available on an occurrence basis; provided that all such claims made coverage is subject to the prior written approval of the City Attorney and must be clearly indicated as such in any certificate showing coverage.
- D. **Authorized and Rated Insurers Required.** All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City Attorney.
- E. **Certificates Showing Coverage.** All certificates of insurance shall be filed with the City Attorney, and may utilize an appropriate standard ACORD Certificate of Insurance form showing the specific limits of insurance coverage required by this Article; provided that restrictions, qualifications or declarations inconsistent with the requirements of this Article shall not relieve the Contractor from providing insurance as required herein. Such certificates shall show the City of Lincoln as additional insured, including by specific endorsement where necessary, as indicated in the following requirements. Such certificate shall specifically state that the related insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction in the stated amounts or limits of insurance coverage.
- F. **Terminology.** The terms "insurance," "insurance policy," or "coverage" as used in this article are used interchangeably and shall have the same meaning as "insurance" unless the context clearly requires otherwise. References to "ISO®" forms are merely for convenience and ease of reference, and an equivalent or better form as determined acceptable by the City Attorney may be used. (Note: ISO® is a registered trademark of ISO Properties, Inc.)

## 2. INSURANCE REQUIREMENTS

- A. **Scope of Required Coverage.** The Contractor shall take out and maintain during the life of Contract such insurance in the forms and minimum amounts as specified in this Article and as will protect Contractor and City from the following claims arising out of or resulting from or in connection

with the Contractor's operations, undertakings or omissions directly or indirectly related to the Contract, whether by the Contractor or any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Claims under workers' compensation, disability benefit, or other employee benefit acts;
- (2) Claims arising out of bodily injury, occupational sickness or disease, or death of an employee or any other person;
- (3) Claims customarily covered under personal injury liability coverage;
- (4) Claims other than to the work itself arising out of an injury to or destruction of tangible property, including the loss of use resulting therefrom;
- (5) Claims arising out of ownership, maintenance or use of any motor vehicle;
- (6) Railroad protective liability coverage in the event the contract involves work to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing.

- B. Worker's Compensation Insurance and Employer's Liability Insurance.** The Contractor shall provide applicable statutory Worker's Compensation Insurance with minimum limits as provided below covering all Contractor's employees, and in the case of any subcontracted work, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for Subcontractor's employees.

The Contractor shall provide Employer's Liability Insurance with minimum limits as provided below placed with an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each Subcontractor similarly to maintain Employer's Liability Insurance on the Subcontractor's employees.

Coverage	Listing	Min Amt	Notes
<b>Worker's Comp.</b>			
	State	Statutory	
	Applicable Federal	Statutory	
<b>Employer's Liability</b>			
	Bodily Injury by accident	\$500,000	each accident
	Bodily Injury by disease	\$500,000	each employee
	Bodily Injury	\$500,000	policy limit

**C. Commercial General Liability Insurance.**

- (1) The Contractor shall provide Commercial General Liability Insurance in a policy form providing no less comprehensive and no more restrictive coverage than provided under the ISO® form CG00010798 or newer with standard exclusions "a" through "o" and with minimum limits as provided below. Any other exclusions that operate to contradict or materially alter the standard exclusions shall be specifically listed on the certificate of insurance and shall be subject to the prior written approval of the City Attorney.

Coverage	Min Amt	Notes
General	\$2,000,000	Aggregate
Products and Completed Operations	\$2,000,000	Aggregate
Personal and Advertising Injury	\$1,000,000	
Each Occurrence	\$1,000,000	
Fire Damage Limit	\$ 100,000	any one fire
Medical Damage Limit	\$ 10,000	any one person

(2) The required Commercial General Liability Insurance shall also include the following:

- Coverage for all premises and operations
- Endorsement to provide the general aggregate per project endorsement
- Personal and advertising injury included
- Operations by independent contractors included
- Contractual liability coverage included
- X.C.U. Coverage including coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of ground.
- Any fellow employee exclusions shall be deleted
- Coverage shall not contain an absolute pollution exclusion, and applicable remaining coverage shall apply for pollution exposures arising from products and completed operations.
- Coverage for products and completed operations maintained for duration of work and shall be maintained for a minimum of three years after final acceptance under the Contract or the warranty period for the same whichever is longer, unless modified in any Special Provisions.
- Contractual Liability coverage shall include contractually assumed defense costs in addition to any policy limits.

(3) If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).

(4) City may at its sole option, and in lieu of being additional insured on the Contractor's policy, by written requirement in the Special Provisions or by written change order, require Contractor to provide a separate Owner's Protective liability policy. The premium cost to obtain such insurance shall be as paid as provided in the Special Provision or change order, with any related cost savings as reasonably determined by the City being reimbursed or paid to the City.

**D. Vehicle liability insurance coverage.**

- The Contractor shall provide reasonable insurance coverage for all owned, non-owned, hired and leased vehicles with specific endorsements to include contractual liability coverage and delete any fellow employee exclusion.
- If specifically required in the Special Provisions, the required coverage shall also include an endorsement for auto cargo pollution (ISO® form CA 99 48).

**E. Railroad Protective Liability.** If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with

minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City Attorney's office prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

- F. **Umbrella or Excess Insurance.** The Contractor shall provide Umbrella or Excess insurance coverage with minimum coverage limits of \$3,000,000 each occurrence and aggregate.
- G. **City included as Insured on Contractor's Policy – Endorsements required.**  
The Contractor shall provide adequate written documentation, including applicable ACORD certificates, declarations pages or other acceptable policy information demonstrating that the City is included as an additional insured along with the Contractor with respect to all of the coverages required in this "Section 2A Insurance Requirements," except for applicable Worker's Compensation coverage, to include all work performed for the City and specifically including, but not limited to, any liability caused or contributed to by the act, error, or omission of the Contractor, including any related subcontractors, third parties, agents, employees, officers or assigns of any of them. The documentation or endorsement shall specifically include the city as an additional insured for purposes of Products and Completed Operations. The inclusion of the City as additional insured shall be for coverage only on a primary basis for liability coverage, and no coverage shall contain a policy or other restriction or attempt to provide restricted coverage for the City, whether on an excess, contributory or other basis regardless of any other insurance coverage available to the City.

### 3. **CONTRACTOR'S INDEMNITY – CONTRACTUAL LIABILITY INSURANCE**

- A. To the same extent as specified for minimum coverage requirements in Section 2 above, the required insurance shall include contractual liability coverage to include indemnification and hold harmless agreements and provisions in the related Contract Documents, specifically including the following provision:
- (1) To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, its officers, agents, employees, volunteers and consultants from and against any and all claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs arising out of or related to the Contract or the Contractor's activities, errors, or omissions related to the Contract including liabilities or penalties imposed by applicable, law, rule or regulation in connection therewith; provided that such claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs:
    - is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use therefrom, and
    - is caused in whole or in part by any act or omission of the Contractor, any subcontractor, agent, officer, employee, or assigns of the same or by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by a party indemnified hereunder.
  - (2) Such indemnification shall not be construed to negate, abridge, limit or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.
- B. In any and all claims by any employee (whether an employee of the Contractor or subcontractor, or their respective agents or assigns by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable as an employer) in whole or in part against the City, its officers, agents, employees, volunteers or consultants, the above indemnification shall not be limited in any way by the amount of damages, compensation, benefits or other contributions payable by or on behalf of a the employer under Worker's Compensation statutes, disability benefit acts, or any other employee benefit or payment acts as the case may be.

- C. The obligations of indemnification herein shall not include or extend to:
- (1) Any outside engineer's or architect's professional errors and omissions involving the approval or furnishing of maps, drawings, opinions, reports, surveys, change orders, designs or specifications within the scope of professional services provided to the City and related to the Contract; and
  - (2) Any claims arising out of the negligence of the City to the extent the same is the sole and proximate cause of the injury or damage so claimed.
- D. In the event of any litigation of any such claims shall be commenced against the City, Contractor shall defend the same at Contractor's sole expense upon notice thereof from the City. Contractor shall notify the insuring company that the City reserves and does not waive any statutory or governmental immunity and neither Contractor, nor Contractor's counsel whether employed by Contractor or by an insurer on behalf of the Contractor shall waive such defenses or enter into any settlement or other disposition requiring waiver of any defenses or immunity of the City without the express written consent of the City.

**4. CONTRACTOR'S INSURANCE FOR OTHER LOSSES.**

- A. Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools owned, rented or used in connection with the Contract including any tools, machinery, equipment, storage devices, containers, sheds, temporary structures, staging structures, scaffolding, fences, forms, braces, jigs, screens, brackets, vehicles and the like owned or rented by Contractor, or Contractor's agents, subcontractors, suppliers, or employees.
- B. In connection with the above, Contractor shall cause or require any applicable insurance related to physical damage of the same to provide a waiver of a right of subrogation against the City.

**5. NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE.**

- A. The Contractor shall promptly notify the City in writing and provide a copy of all claims and information presented to any of Contractor's insurance carrier/s upon any loss or claim or upon any occurrence giving rise to any liability or potential liability related to the Contract or related work. The notice to the City shall include pertinent details of the claim or liability and an estimate of damages, names of witnesses, and other pertinent information including the amount of the claim, if any.
- B. In the event the City receives a claim or otherwise has actual knowledge of an any loss or claim arising out of the Contract or related work and not otherwise known to or made against the Contractor, the City shall promptly notify the Contractor of the same in writing, including pertinent details of the claim or liability; Provided, however the City shall have no duty to inspect the project to obtain such knowledge, and provided further that the City's obligations, if any, shall not relieve the Contractor of any liability or obligation hereunder.

**6. PROPERTY INSURANCE/ BUILDER'S RISK.**

- A. The Contractor shall provide property insurance (a/k/a Builder's Risk or installation Floater) on all Projects involving construction or installation of buildings or structures and other projects where provided in the Special Provisions. Such insurance shall be provided in the minimum amount of the total contract sum and in addition applicable modifications thereto for the entire work on a replacement cost basis. Such insurance shall be maintained until the City completes final acceptance of the work as provided in the Contract. Such insurance shall be written and endorsed, where applicable, to include the interests of the City, Contractor, Subcontractors, Sub-subcontractors in the related work. The maximum deductible for such insurance shall be \$5,000 for each occurrence, which deductible shall be the responsibility of the Contractor. Such insurance shall contain a "permission to occupy" endorsement.

- B. All related Property Insurance shall be provided on a "Special Perils" or similar policy form and shall at a minimum insure against perils of fire including extended coverage and physical loss or damage including without limitation or duplication of coverage: flood, earthquake, theft, vandalism, malicious mischief, collapse, and debris removal, including demolition whether occasioned by the loss or by enforcement of applicable legal or safety requirements including compensation or costs for City's related costs and expenses (as owner) including labor required as a result of such loss.
- C. All related Property Insurance shall include coverage for falsework, temporary buildings, work stored off-site or in-transit to the site, whether in whole or in part. Coverage for work off-site or in-transit shall be a minimum of 10% of the amount of the policy.
- D. The Contractor's Property Insurance shall be primary coverage for any insured loss related to or arising out of the Contract and shall not be reduced by or coordinated with separate property insurance maintained by the City.